

THIRD DEFENSE

Plaintiff's Complaint is barred as to LVNV Funding because LVNV Funding was not the proximate cause of the Plaintiff's alleged damages.

FOURTH DEFENSE

Plaintiff's claims are barred by the doctrines of estoppel and release.

FIFTH DEFENSE

Plaintiff's claims are barred by the doctrines of res judicata, claim preclusion and issue preclusion.

SIXTH DEFENSE

The equitable claims of Plaintiff's Complaint are barred in whole or in part because of the doctrine of unclean hands.

SEVENTH DEFENSE

Plaintiff's state law claims are preempted by federal law.

EIGHTH DEFENSE

Plaintiff's claims are barred by her failure to mitigate her alleged damages.

NINTH DEFENSE

Any errors by Defendant were unintentional and despite reasonable policies and procedures put in place.

TENTH DEFENSE

LVNV Funding reserves the right to assert any affirmative defense(s) and matter(s) in avoidance as may be disclosed during the course of additional investigation and discovery.

TENTH DEFENSE

Subject to and without waiving any of their other respective rights, defenses or objections, LVNV Funding, by and through counsel, respond to the specific averments contained in the individual and enumerated paragraphs of Plaintiff's Complaint as follows:

1.

Paragraph 1 of Plaintiff's Complaint requires no response. By way of further response, LVNV Funding denies any wrongdoing.

2.

LVNV Funding is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 2 of Plaintiff's Complaint and can, therefore, neither admit nor deny same. Insofar as the allegations contained in Paragraph 2 of Plaintiff's Complaint may be deemed to require a response, LVNV Funding denies the allegations contained in Paragraph

2.

3.

LVNV Funding is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 3 of Plaintiff's Complaint and can, therefore, neither admit nor deny same. Insofar as the allegations contained in Paragraph 3 of Plaintiff's Complaint may be deemed to require a response, LVNV Funding denies the allegations contained in Paragraph 3.

4.

LVNV Funding is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 4 of Plaintiff's Complaint and can, therefore, neither admit nor deny same. Insofar as the allegations contained in Paragraph 4 of Plaintiff's Complaint may be deemed to require a response, LVNV Funding denies the allegations contained in Paragraph 4.

5.

The allegations contained in Paragraph 5 of Plaintiff's Complaint state a legal conclusion and, as such, require no response. Insofar as the allegations contained in Paragraph 5 of Plaintiff's Complaint may be deemed to require a response, LVNV Funding denies those allegations.

6.

The allegations contained in Paragraph 6 of Plaintiff's Complaint state a legal conclusion and, as such, require no response. By way of further response, LVNV Funding states the statute speaks for itself. Insofar as the allegations contained in Paragraph 6 of Plaintiff's Complaint may be deemed to require a response, LVNV Funding denies those allegations.

7.

LVNV Funding is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 7 of Plaintiff's Complaint and can, therefore, neither admit nor deny same. Insofar as the allegations contained in Paragraph 7 of Plaintiff's Complaint may be deemed to require a response, LVNV Funding denies the allegations contained in Paragraph 7.

8.

The allegations contained in Paragraph 8 of Plaintiff's Complaint state a legal conclusion and, as such, require no response. Insofar as the allegations contained in Paragraph 8 of Plaintiff's Complaint may be deemed to require a response, LVNV Funding denies those allegations.

9.

The allegations contained in Paragraph 9 of Plaintiff's Complaint state a legal conclusion and, as such, require no response. Insofar as the allegations contained in Paragraph 9 of Plaintiff's Complaint may be deemed to require a response, LVNV Funding denies those allegations.

10.

The allegations contained in Paragraph 10 of Plaintiff's Complaint state a legal conclusion and, as such, require no response. Insofar as the allegations contained in Paragraph 10 of Plaintiff's Complaint may be deemed to require a response, LVNV Funding denies those allegations.

11.

LVNV Funding is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 11 of Plaintiff's Complaint and can, therefore, neither admit nor deny same. Insofar as the allegations contained in Paragraph 11 of Plaintiff's Complaint may be deemed to require a response, LVNV Funding denies the allegations contained in Paragraph 11.

12.

The allegations contained in Paragraph 12 of Plaintiff's Complaint state a legal conclusion and, as such, require no response. Insofar as the allegations

contained in Paragraph 12 of Plaintiff's Complaint may be deemed to require a response, LVNV Funding denies those allegations.

13.

LVNV Funding admits the allegations contained in Paragraph 13 of Plaintiff's Complaint.

14.

The allegations contained in Paragraph 14 of Plaintiff's Complaint state a legal conclusion and, as such, require no response. Insofar as the allegations contained in Paragraph 14 of Plaintiff's Complaint may be deemed to require a response, LVNV Funding denies those allegations.

15.

LVNV Funding admits the allegations contained in Paragraph 15 of Plaintiff's Complaint.

16.

The allegations contained in Paragraph 16 of Plaintiff's Complaint state a legal conclusion and, as such, require no response. Insofar as the allegations contained in Paragraph 16 of Plaintiff's Complaint may be deemed to require a response, LVNV Funding denies those allegations.

17.

The allegations contained in Paragraph 17 of Plaintiff's Complaint state a legal conclusion and, as such, require no response. Insofar as the allegations contained in Paragraph 17 of Plaintiff's Complaint may be deemed to require a response, LVNV Funding denies those allegations.

18.

The allegations contained in Paragraph 18 of Plaintiff's Complaint state a legal conclusion and, as such, require no response. Insofar as the allegations contained in Paragraph 18 of Plaintiff's Complaint may be deemed to require a response, LVNV Funding denies those allegations.

19.

The allegations contained in Paragraph 19 of Plaintiff's Complaint state a legal conclusion and, as such, require no response. Insofar as the allegations contained in Paragraph 19 of Plaintiff's Complaint may be deemed to require a response, LVNV Funding denies those allegations.

20.

The allegations contained in Paragraph 20 of Plaintiff's Complaint state a legal conclusion and, as such, require no response. Insofar as the allegations contained in Paragraph 20 of Plaintiff's Complaint may be deemed to require a response, LVNV Funding denies those allegations.

21.

The allegations contained in Paragraph 21 of Plaintiff's Complaint state a legal conclusion and, as such, require no response. Insofar as the allegations contained in Paragraph 21 of Plaintiff's Complaint may be deemed to require a response, LVNV Funding denies those allegations.

22.

The allegations contained in Paragraph 22 of Plaintiff's Complaint state a legal conclusion and, as such, require no response. Insofar as the allegations contained in Paragraph 22 of Plaintiff's Complaint may be deemed to require a response, LVNV Funding denies those allegations.

23.

The allegations contained in Paragraph 23 of Plaintiff's Complaint state a legal conclusion and, as such, require no response. By way of further response, LVNV Funding states the statute speaks for itself. Insofar as the allegations contained in Paragraph 23 of Plaintiff's Complaint may be deemed to require a response, LVNV Funding denies those allegations.

24.

The allegations contained in Paragraph 24 of Plaintiff's Complaint state a legal conclusion and, as such, require no response. By way of further response, LVNV Funding states the statute speaks for itself. Insofar as the allegations

contained in Paragraph 24 of Plaintiff's Complaint may be deemed to require a response, LVNV Funding denies those allegations.

25.

The allegations contained in Paragraph 25 of Plaintiff's Complaint state a legal conclusion and, as such, require no response. By way of further response, LVNV Funding states the statute speaks for itself. Insofar as the allegations contained in Paragraph 25 of Plaintiff's Complaint may be deemed to require a response, LVNV Funding denies those allegations.

26.

The allegations contained in Paragraph 26 of Plaintiff's Complaint state a legal conclusion and, as such, require no response. Insofar as the allegations contained in Paragraph 26 of Plaintiff's Complaint may be deemed to require a response, LVNV Funding denies those allegations.

27.

The allegations contained in Paragraph 27 of Plaintiff's Complaint state a legal conclusion and, as such, require no response. By way of further response, LVNV Funding states the statute speaks for itself. Insofar as the allegations contained in Paragraph 27 of Plaintiff's Complaint may be deemed to require a response, LVNV Funding denies those allegations.

28.

The allegations contained in Paragraph 28 of Plaintiff's Complaint state a legal conclusion and, as such, require no response. By way of further response, LVNV Funding states the statute speaks for itself. Insofar as the allegations contained in Paragraph 28 of Plaintiff's Complaint may be deemed to require a response, LVNV Funding denies those allegations.

29.

The allegations contained in Paragraph 29 of Plaintiff's Complaint state a legal conclusion and, as such, require no response. By way of further response, LVNV Funding states the statute speaks for itself. Insofar as the allegations contained in Paragraph 29 of Plaintiff's Complaint may be deemed to require a response, LVNV Funding denies those allegations.

30.

The allegations contained in Paragraph 30 of Plaintiff's Complaint state a legal conclusion and, as such, require no response. By way of further response, LVNV Funding states the statute speaks for itself. Insofar as the allegations contained in Paragraph 30 of Plaintiff's Complaint may be deemed to require a response, LVNV Funding denies those allegations.

31.

In response to the allegations contained in Paragraph 31 of Plaintiff's Complaint LVNV Funding states it is without knowledge or information as to the use of the credit card. By way of further response LVNV Funding admits Plaintiff opened a credit card account.

32.

LVNV Funding is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 32 of Plaintiff's Complaint and can, therefore, neither admit nor deny same. Insofar as the allegations contained in Paragraph 32 of Plaintiff's Complaint may be deemed to require a response, LVNV Funding denies the allegations contained in Paragraph 32.

33.

LVNV Funding is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 33 of Plaintiff's Complaint and can, therefore, neither admit nor deny same. Insofar as the allegations contained in Paragraph 33 of Plaintiff's Complaint may be deemed to require a response, LVNV Funding denies the allegations contained in Paragraph 33.

34.

LVNV Funding is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 34 of Plaintiff's Complaint and can, therefore, neither admit nor deny same. Insofar as the allegations contained in Paragraph 34 of Plaintiff's Complaint may be deemed to require a response, LVNV Funding denies the allegations contained in Paragraph 34.

35.

LVNV Funding admits the allegations contained in Paragraph 35 of Plaintiff's Complaint.

36.

LVNV Funding admits the allegations contained in Paragraph 36 of Plaintiff's Complaint.

37.

In response to the allegations contained in Paragraph 37 of Plaintiff's Complaint, LVNV Funding admits that it reported information related to the debt to credit reporting agencies. LVNV Funding denies the remaining allegations contained in Paragraph 37 of Plaintiff's Complaint.

38.

The allegations contained in Paragraph 38 of Plaintiff's Complaint reference documents which speak for themselves. Insofar as the allegations contained in Paragraph 38 of Plaintiff's Complaint may be deemed to require a response, LVNV Funding denies the allegations contained in Paragraph 38.

39.

The allegations contained in Paragraph 39 of Plaintiff's Complaint reference documents which speak for themselves. Insofar as the allegations contained in Paragraph 39 of Plaintiff's Complaint may be deemed to require a response, LVNV Funding denies the allegations contained in Paragraph 39.

40.

The allegations in Paragraph 40 of Plaintiff's Complaint reference documents which speak for themselves. Insofar as the allegations contained in Paragraph 40 of Plaintiff's Complaint may be deemed to require a response, LVNV Funding denies the allegations contained in Paragraph 40.

41.

LVNV Funding is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 41 of Plaintiff's Complaint and can, therefore, neither admit nor deny same. Insofar as the allegations contained in Paragraph 41 of Plaintiff's Complaint may be deemed to

require a response, LVNV Funding denies the allegations contained in Paragraph 41.

42.

LVNV Funding denies the allegations contained in Paragraph 42 of Plaintiff's Complaint as stated.

43.

LVNV Funding is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 43 of Plaintiff's Complaint and can, therefore, neither admit nor deny same. Insofar as the allegations contained in Paragraph 43 of Plaintiff's Complaint may be deemed to require a response, LVNV Funding denies the allegations contained in Paragraph 43.

44.

LVNV Funding is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 44 of Plaintiff's Complaint and can, therefore, neither admit nor deny same. By way of further response LVNV Funding admits it was notified of a dispute by Tans Union. LVNV Funding denies the remaining allegations contained in Paragraph 44.

45.

In response to the allegations contained in Paragraph 45 of Plaintiff's Complaint, LVNV Funding states it received a dispute from Trans Union on February 10, 2008. LVNV Funding denies the remaining allegations contained in Paragraph 45 of Plaintiff's Complaint as stated.

46.

In response to the allegations contained in Paragraph 46 of Plaintiff's Complaint, LVNV Funding states it responded to the dispute on February 10, 2008. LVNV Funding denies the remaining allegations contained in Paragraph 46 of Plaintiff's Complaint.

47.

LVNV Funding denies the allegations contained in Paragraph 47 of Plaintiff's Complaint as stated.

48.

LVNV Funding is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 48 of Plaintiff's Complaint and can, therefore, neither admit nor deny same. Insofar as the allegations contained in Paragraph 48 of Plaintiff's Complaint may be deemed to require a response, LVNV Funding denies the allegations contained in Paragraph 48.

49.

LVNV Funding is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 49 of Plaintiff's Complaint and can, therefore, neither admit nor deny same. Insofar as the allegations contained in Paragraph 49 of Plaintiff's Complaint may be deemed to require a response, LVNV Funding denies the allegations contained in Paragraph 49.

50.

In response to the allegations contained in Paragraph 50 of Plaintiff's Complaint, LVNV Funding states it received a dispute from Trans Union on March 6, 2008. LVNV Funding denies the remaining allegations contained in Paragraph 50 of Plaintiff's Complaint as stated.

51.

LVNV Funding denies the allegations contained in Paragraph 51 of Plaintiff's Complaint as stated.

52.

In response to the allegations contained in Paragraph 52 of Plaintiff's Complaint, LVNV Funding admits it responded to Trans Union in March 2008. LVNV Funding denies the remaining allegations contained in Paragraph 52 of Plaintiff's Complaint as stated.

53.

LVNV Funding is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 53 of Plaintiff's Complaint and can, therefore, neither admit nor deny same. Insofar as the allegations contained in Paragraph 53 of Plaintiff's Complaint may be deemed to require a response, LVNV Funding denies the allegations contained in Paragraph 53.

54.

LVNV Funding denies the allegations contained in Paragraph 54 of Plaintiff's Complaint as stated.

55.

LVNV Funding is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 55 of Plaintiff's Complaint and can, therefore, neither admit nor deny same. Insofar as the allegations contained in Paragraph 55 of Plaintiff's Complaint may be deemed to require a response, LVNV Funding denies the allegations contained in Paragraph 55.

56.

LVNV Funding denies the allegations contained in Paragraph 56 of Plaintiff's Complaint as stated.

57.

LVNV Funding is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 57 of Plaintiff's Complaint and can, therefore, neither admit nor deny same. Insofar as the allegations contained in Paragraph 57 of Plaintiff's Complaint may be deemed to require a response, LVNV Funding denies the allegations contained in Paragraph 57.

58.

LVNV Funding is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 58 of Plaintiff's Complaint and can, therefore, neither admit nor deny same. Insofar as the allegations contained in Paragraph 58 of Plaintiff's Complaint may be deemed to require a response, LVNV Funding denies the allegations contained in Paragraph 58.

59.

LVNV Funding is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 59 of Plaintiff's Complaint and can, therefore, neither admit nor deny same. Insofar as the allegations contained in Paragraph 59 of Plaintiff's Complaint may be deemed to

require a response, LVNV Funding denies the allegations contained in Paragraph 59.

60.

In response to the allegations contained in Paragraph 60 of Plaintiff's Complaint, LVNV Funding states it received a dispute from Trans Union on May 16, 2008. LVNV Funding denies the remaining allegations contained in Paragraph 60 of Plaintiff's Complaint.

61.

In response to the allegations contained in Paragraph 61 of Plaintiff's Complaint, LVNV Funding states it received a dispute from Trans Union on May 16, 2008. LVNV Funding denies the remaining allegations contained in Paragraph 61 of Plaintiff's Complaint.

62.

LVNV Funding denies the allegations contained in Paragraph 62 of Plaintiff's Complaint as stated.

63.

LVNV Funding is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 63 of Plaintiff's Complaint and can, therefore, neither admit nor deny same. Insofar as the allegations contained in Paragraph 63 of Plaintiff's Complaint may be deemed to

require a response, LVNV Funding denies the allegations contained in Paragraph 63.

64.

LVNV Funding denies the allegations contained in Paragraph 64 of Plaintiff's Complaint as stated.

65.

In response to the allegations contained in Paragraph 65 of Plaintiff's Complaint, LVNV Funding states it received a dispute from Equifax on May 20, 2008. LVNV Funding denies the remaining allegations contained in Paragraph 65 of Plaintiff's Complaint.

66.

In response to the allegations contained in Paragraph 66 of Plaintiff's Complaint, LVNV Funding states it responded to the Equifax notice of dispute on May 20, 2008 and provided an updated balance of Seven Thousand Sixty-Eight and 00/100 Dollars (\$7,068.00).

67.

LVNV Funding is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 67 of Plaintiff's Complaint and can, therefore, neither admit nor deny same. Insofar as the allegations contained in Paragraph 67 of Plaintiff's Complaint may be deemed to

require a response, LVNV Funding denies the allegations contained in Paragraph 67.

68.

LVNV Funding is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 68 of Plaintiff's Complaint and can, therefore, neither admit nor deny same. Insofar as the allegations contained in Paragraph 68 of Plaintiff's Complaint may be deemed to require a response, LVNV Funding denies the allegations contained in Paragraph 68.

69.

In response to the allegations contained in Paragraph 69 of Plaintiff's Complaint, LVNV Funding states it received a dispute from Experian on May 21, 2008. LVNV Funding denies the remaining allegations contained in Paragraph 69 of Plaintiff's Complaint.

70.

In response to the allegations contained in Paragraph 70 of Plaintiff's Complaint, LVNV Funding states it responded to Experian on May 21, 2008 and that an unpaid balance of Seven Thousand Twenty-Two and 00/100 Dollars (\$7,022.00) was provided.

71.

LVNV Funding is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 71 of Plaintiff's Complaint and can, therefore, neither admit nor deny same. Insofar as the allegations contained in Paragraph 71 of Plaintiff's Complaint may be deemed to require a response, LVNV Funding denies the allegations contained in Paragraph 71.

72.

LVNV Funding is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 72 of Plaintiff's Complaint and can, therefore, neither admit nor deny same. Insofar as the allegations contained in Paragraph 72 of Plaintiff's Complaint may be deemed to require a response, LVNV Funding denies the allegations contained in Paragraph 72.

73.

LVNV Funding is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 73 of Plaintiff's Complaint and can, therefore, neither admit nor deny same. Insofar as the allegations contained in Paragraph 73 of Plaintiff's Complaint may be deemed to

require a response, LVNV Funding denies the allegations contained in Paragraph 73.

74.

LVNV Funding is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 74 of Plaintiff's Complaint and can, therefore, neither admit nor deny same. Insofar as the allegations contained in Paragraph 74 of Plaintiff's Complaint may be deemed to require a response, LVNV Funding denies the allegations contained in Paragraph 74.

75.

LVNV Funding is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 75 of Plaintiff's Complaint and can, therefore, neither admit nor deny same. Insofar as the allegations contained in Paragraph 75 of Plaintiff's Complaint may be deemed to require a response, LVNV Funding denies the allegations contained in Paragraph 75.

76.

LVNV Funding denies the allegations contained in Paragraph 76 of Plaintiff's Complaint.

77.

The allegations contained in Paragraph 77 of Plaintiff's Complaint state a legal conclusion and, as such, require no response. Insofar as the allegations contained in Paragraph 77 of Plaintiff's Complaint may be deemed to require a response, LVNV Funding denies those allegations.

78.

LVNV Funding denies the allegations contained in Paragraph 78 of Plaintiff's Complaint.

79.

LVNV Funding denies the allegations contained in Paragraph 79 of Plaintiff's Complaint.

80.

LVNV Funding denies the allegations contained in Paragraph 80 of Plaintiff's Complaint.

81.

LVNV Funding denies the allegations contained in Paragraph 81 of Plaintiff's Complaint.

82.

LVNV Funding denies the allegations contained in Paragraph 82 of Plaintiff's Complaint.

83.

LVNV Funding denies the allegations contained in Paragraph 84 of Plaintiff's Complaint.

84.

LVNV Funding denies the allegations contained in Paragraph 84 of Plaintiff's Complaint.

85.

LVNV Funding denies the allegations contained in Paragraph 85 of Plaintiff's Complaint.

86.

The allegations contained in Paragraph 86 of Plaintiff's Complaint state a legal conclusion and, as such, require no response. Insofar as the allegations contained in Paragraph 86 of Plaintiff's Complaint may be deemed to require a response, LVNV Funding denies those allegations.

87.

LVNV Funding denies the allegations contained in Paragraph 87 of Plaintiff's Complaint.

88.

LVNV Funding denies the allegations contained in Paragraph 88 of Plaintiff's Complaint.

89.

LVNV Funding denies the allegations contained in Paragraph 89 of Plaintiff's Complaint.

90.

LVNV Funding denies the allegations contained in Paragraph 90 of Plaintiff's Complaint.

91.

LVNV Funding denies the allegations contained in Paragraph 91 of Plaintiff's Complaint.

92.

The allegations contained in Paragraph 92 of Plaintiff's Complaint state a legal conclusion and, as such, require no response. Insofar as the allegations contained in Paragraph 92 of Plaintiff's Complaint may be deemed to require a response, LVNV Funding denies those allegations.

93.

LVNV Funding denies the allegations contained in Paragraph 93 of Plaintiff's Complaint.

94.

LVNV Funding denies the allegations contained in Paragraph 94 of Plaintiff's Complaint.

95.

The allegations contained in Paragraph 95 of Plaintiff's Complaint state a legal conclusion and, as such, require no response. Insofar as the allegations contained in Paragraph 95 of Plaintiff's Complaint may be deemed to require a response, LVNV Funding denies those allegations.

96.

LVNV Funding denies the allegations contained in Paragraph 96 of Plaintiff's Complaint.

97.

LVNV Funding denies the allegations contained in Paragraph 97 of Plaintiff's Complaint.

98.

LVNV Funding denies the allegations contained in Paragraph 98 of Plaintiff's Complaint.

99.

LVNV Funding denies the allegations contained in Paragraph 99 of Plaintiff's Complaint.

100.

LVNV Funding denies the allegations contained in Paragraph 100 of Plaintiff's Complaint.

101.

LVNV Funding denies the allegations contained in Paragraph 101 of Plaintiff's Complaint.

102.

LVNV Funding denies the allegations contained in Paragraph 102 of Plaintiff's Complaint.

103.

LVNV Funding denies the allegations contained in Paragraph 103 of Plaintiff's Complaint.

104.

LVNV Funding denies the allegations contained in Paragraph 104 of Plaintiff's Complaint.

105.

LVNV Funding denies the allegations contained in Paragraph 105 of Plaintiff's Complaint.

106.

LVNV Funding denies the allegations contained in Plaintiff's prayers for relief and further denies that Plaintiff is entitled to the relief sought in her Complaint or to any relief whatsoever.

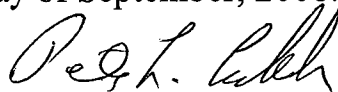
107.

LVNV Funding denies each and every allegation not specifically admitted herein.

WHEREFORE, having fully responded to each and every allegation contained in Plaintiff's Complaint, Defendant LVNV FUNDING LLC respectfully prays as follows:

- (a) That Plaintiff's Complaint be dismissed with prejudice;
- (b) That LVNV Funding be discharged with all costs, and the attorney's fees incurred by LVNV Funding in defending this action, cast against the Plaintiff; and
- (c) That this Court grant such other and further relief as it deems just and proper.

Respectfully submitted this 12 day of September, 2008.



PETER L. LUBLIN

Georgia State Bar No. 460461

CECILLY C. CLARK

Georgia State Bar No. 146458

ATTORNEYS FOR DEFENDANT

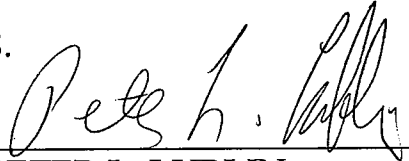
LVNV FUNDING LLC

Adorno & Yoss, LLC
1349 West Peachtree Street
Suite 1500
Atlanta, GA 30309
(404) 347-8300 (Telephone)
(404) 347-8395 (Facsimile)

FONT CERTIFICATION

The undersigned counsel for Defendant LVNV Funding LLC hereby certifies that the within and foregoing Answer was prepared using Times New Roman 14-point font in accordance with LR 5.1(B).

This 12 day of September, 2008.



PETER L. LUBLIN

Georgia State Bar No. 460461

CECILLY C. CLARK

Georgia State Bar No. 146458

ATTORNEYS FOR DEFENDANT

LVNV FUNDING LLC

Adorno & Yoss, LLC
1349 West Peachtree Street
Suite 1500
Atlanta, GA 30309
(404) 347-8300 (Telephone)
(404) 347-8395 (Facsimile)

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

MELISSA A. REIGER

Plaintiff

vs.

LVNV FUNDING LLC

Defendant

CIVIL ACTION FILE
NO. 1-08-CV-2518

CERTIFICATE OF SERVICE

I hereby certify that I have this 12 day of September, 2008 served opposing counsel the within and foregoing **ANSWER OF LVNV FUNDING LLC** by placing a true and correct copy of same in the United States Mail, with first-class postage affixed thereto, properly addressed as follows:

Lisa D. Wright
Law Office of Lisa D. Wright, LLC
235 Peachtree Street NE
Suite 888
Atlanta, GA 30303



PETER L. LUBLIN
Georgia State Bar No. 460461
CECILLY C. CLARK
Georgia State Bar No. 146458
ATTORNEYS FOR DEFENDANT
LVNV FUNDING LLC

Adorno & Yoss, LLC
1349 West Peachtree Street
Suite 1500
Atlanta, GA 30309
(404) 347-8300 (Telephone)
(404) 347-8395 (Facsimile)